

Exhibit A



CHAMBERLAIN, HRDLICKA, WHITE, WILLIAMS & AUGHTRY, P.C.

ATTORNEYS AT LAW

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HOUSTON
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October 15, 2020

fozcelebi@yahoo.com

Fatih Ozcelebi
812 Brazos Street
Mission, TX 78572

Re: **Contract for Legal Services relating to Bankruptcy Filing in the United States
Bankruptcy Court for the Southern District of Texas**

Dear Dr. Ozcelebi:

Thank you for choosing Chamberlain Hrdlicka to assist in connection with the above-referenced matter. Our firm has a proud history of offering high quality legal services at reasonable expense, and our team welcomes the opportunity to work with you on the matter referred to above. We are undertaking this engagement with the understanding that payment of our fees and expenses is guaranteed by you.

Our Client. The purpose of this engagement letter ("Letter"), and the attached Terms of Business ("Terms of Business"), is to set forth the terms pursuant to which Chamberlain Hrdlicka will represent you as our only client in this engagement.

Fatih Ozcelebi

Except as otherwise provided in this Letter or the Terms of Business, all references herein or therein to "Client" or "you" shall mean the entity and/or person[s] immediately listed above.

Scope of Representation. Chamberlain Hrdlicka will represent you connection with a chapter 11 bankruptcy filing under the small business reorganization act. This will include preparing a petition for relief under chapter 11 of the Bankruptcy Code. We will negotiate with creditors and parties in interest, assist in planning for the filing, assist in the preparation of necessary motions for relief, assist in resolving litigation claims against you, and planning for the orderly reorganization, as the case may be, of your financial affairs. After the petition is filed, we anticipate prosecuting your bankruptcy case, appearing in court, negotiating with counterparties, analyzing claims (including litigation claims), and, litigating to defend the plan through a court-approved process. This letter may be supplemented to reflect new matters that deviate from the current engagement in complexity, scope, nature or risk, or which require a substantial change in terms and conditions. The terms of this engagement, however, will govern all projects and engagements for you.

Terms of Business. We ask that you review this Letter and the attached Terms of Business *carefully*, as both documents together comprise our “Engagement Agreement” with you. If you have any questions, please discuss them with us. You acknowledge that you have had the opportunity to ask any questions you have about the Engagement Agreement and that we have responded to all such questions to your satisfaction. If more than one person is listed above as the client, then each must sign below in order for our engagement to be complete and in effect.

Our Team, Charges, Fee and Retainer. Under this engagement, I will be the lawyer with primary responsibility for the matter. My billing rate will be \$450.00 USD per hour. The billing rate for my paralegal, Lara Coleman will be \$225.00 USD per hour. Other lawyers will work on this matter as needed and their billing rates will vary by age and experience. Pre-petition, we will provide regular invoices outlining our fees and out-of-pocket expenses for which we will seek reimbursement. These amounts will be due immediately and will be paid in full prior to any bankruptcy filing. You have agreed to deposit an additional \$75,000 over what is currently in trust with my firm for fees and costs associated with this representation. The retainer is not an estimate of what the likely final costs may be. My firm will hold your funds in a trust account. The retainer will be treated as a prepayment of legal fees, subject to a return of any amounts not actually earned. As of the petition date, any unused portion of the retainer will convert into a retainer securing payment of any post-petition fees approved by the bankruptcy court. Post-petition, Chamberlain Hrdlicka’s compensation and reimbursement of expenses is subject to court approval.

Meritas Affiliation. We are a member of Meritas, a network of over 200 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees or expenses among themselves; however, membership in Meritas gives us and our clients important access to competent legal resources in other jurisdictions, so that our clients’ needs for such services can be provided efficiently. We only work with and utilize the services of another Meritas firm pursuant to express client agreement. Further information about Meritas can be obtained at www.meritas.org.

State Bar Investigation of Professional Misconduct. Please be advised that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with an attorney involves professional misconduct, the State Bar’s Office of General Counsel will provide you with more information about how to file a complaint. You may call 1-800-932-1900 toll-free for more information.

Please indicate your agreement to the Letter and Terms of Business by signing at the space provided below and returning it to us. A scanned .PDF copy delivered via email, or a facsimile copy, is acceptable and will be treated by both you and us as an original. The fully-signed hard copy should be retained in your records.

Please contact me if there is any matter about which you have a question concerning these terms and our attorney-client relationship.

Sincerely,

CHAMBERLAIN, HRDLICKA, WHITE,
WILLIAMS & AUGHTRY, P.C.

A handwritten signature in black ink, appearing to read "Jarrod B. Martin". The signature is fluid and cursive, with the first name "Jarrod" and last name "Martin" clearly distinguishable.

Jarrod B. Martin

Attachment (*Terms of Business*)

Agreement and Acceptance

The undersigned hereby acknowledges and agrees that he or she has reviewed and understands the terms and conditions of this Engagement Letter and the Terms of Business, including, but not limited to, the provisions calling for arbitration of disputes and the waiver of a trial by jury. The undersigned further agrees and accepts these provisions, and intends them to be effective as of October 16, 2020.

DocuSigned by:
Fatih Ozcelebi
C031FFC5883F422...

Fatih Ozcelebi